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**REQUEST FOR PROPOSAL
RFP No. CR20 CRC-010**

**Notice to Prospective Proposers for
Line Drawing Services for Redistricting**

You are invited to review and respond to this Request for Proposal (RFP), Line Drawing Services for Redistricting, RFP No. CR20 CRC-010.

Prospective contractors interested in responding to this RFP are encouraged to notify the office of the Citizens Redistricting Commission (Commission) indicating their interest. This will ensure that your firm/team receives supplemental or updated information that may be released subsequent to the Commission's formal issuance of the RFP. Provide the firm's name, address, and contact information. Send by email, postcard, or letter to the attention of Raul Villanueva by January 22, 2021.

In the opinion of the Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Mr. Raul Villanueva
Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
Phone: 916.323.0323
E-mail: votersfirstact@crc.ca.gov

Please note that no verbal information given will be binding upon the Citizens Redistricting Commission unless such information is issued in writing as an official addendum.

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REQUEST FOR PROPOSAL
RFP No. CR20 CRC-010
LINE DRAWER SERVICES FOR REDISTRICTING

Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

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I. PURPOSE AND DESCRIPTION OF SERVICES

In this Request for Proposal (RFP), the Citizens Redistricting Commission (Commission), solicits qualified proposers to provide professional and technical redistricting and line drawing services. These services will be used by the Commission to develop district lines in conformity with strict, non-partisan rules designated to create districts that will provide for fair representation for all Californians.

A. Background

Once every 10 years following the federal census, in a process known as redistricting, the State adjusts the boundary lines of districts for the California Senate, Assembly, Board of Equalization districts, and Congressional districts for the U.S. House of Representatives.

1. The Voters FIRST Act, approved by voters November 2008, shifted the responsibility for redrawing the political boundaries for California Senate, Assembly, and Board of Equalization districts from the State Legislature to the Commission. The Voters FIRST Act for Congress, approved by voters November 2010, added the responsibility of drawing Congressional districts to the Commission. The California State Legislature passed Assembly Bill (AB) 420 (2011) and AB 1986 (2012) further requesting the inclusion of state adult correctional inmate information into the population data used in the line drawing process.
2. The Commission must hold public meetings and accept public comment prior to, and following, the drawing of maps for California's Congressional, State Senatorial, State Assembly, and Board of Equalization districts. Upon completion of the public meeting process, the Commission must vote on the new district maps to be used for the next decade.
3. The Commission must issue, with each of the four (4) final maps, a report that explains the basis upon which the Commission made its decisions in achieving compliance with the criteria listed in State law, and includes definitions of terms and standards used in drawing each final map. The California Constitution, Article XXI, requires the completed district maps and the accompanying reports to be submitted to the California Secretary of State's Office by August 15, 2021¹.

B. Statement of Work

The Contractor will provide professional and technical services, a census and geographic database for redistricting and line drawing services during its meetings to

¹ Because U.S. census data delivery to states will likely be delayed due to COVID-19, the Commission's deadlines for submitting the proposed and final maps may be extended to December 15, 2021. See California Supreme Court Case Number 522530.

the Commission, the Commission's attorneys, and other contractors as directed by the Commission.

The Commission seeks proposals from qualified redistricting line drawers that demonstrate their skills, experience, and qualifications as well as their approach, methods, and procedures to meet the demands of the responsibilities and deliverables in this RFP.

In the era of COVID-19, with the need to practice social distancing and uphold state and local guidelines while getting and incorporating public input, the Commission requests that Proposers, as part of responding to this RFP, prepare a Plan describing how to conduct line drawing services under these new and uncertain circumstances. The purpose of the Plan is to draw on the Proposers' expertise to identify creative solutions during a pandemic to meet the demands of this RFP as well as lessons learned from previous redistricting experience. The Plan is intended to be short, and not more than 10 (ten) pages in length. A full description of the requirements for this submission may be found at Section III.C.

1. Contractor Responsibilities

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience, and resources as outlined below, to successfully accomplish the services required by this RFP.

- a. Software Capability: The software employed by the Proposer must be able to automatically show the results of any proposed change in a district by retabulating and presenting on screen the resulting map and the corresponding changes in total population and population sub-groups associated with the proposed change to a district.

In addition to the specific line drawing software, the Proposer must have the capability of taking files as submitted by the public and other consultants, including CSV, SHP, RDP, DRF, JSON, CDF, and other common vector, raster and tabular data files, and developing shape file equivalents to incorporate into the line drawing work. The Proposer must supply all equipment necessary to complete this work.

- b. Information Security: Proposer must employ Information Security Measures compliant with industry standards (ISO/IEC 27002 and California State Administrative Manual (SAM) Chapter 5300, for example) and any security

measures being taken by the Commission, that will be maintained throughout the term of the contract, in critical areas, such as, but not limited to, the following:

- i. Secure data transmission
- ii. Data monitoring and verification
- iii. Data storage and back-up
- iv. Confidentiality practices regarding staff and data handling

c. Geographic Database for Redistricting

Redistricting Database: The Proposer will use certified population data from the 2020 US Census for the State of California, including the population subgroups of California as enumerated by the 2020 US Census data. The 2020 Census Data used shall be that of the California Statewide Database located at the University of California, Berkeley, School of Law.

Data Requirements:

The population data will consist of the certified 2020 US Census data for the State of California, including the population subgroups of California as enumerated by the 2020 US Census data. The population data will also include state adult correctional inmate information as required and specified by AB 420 (2011) and AB 1986 (2012). In addition, as referenced in this section (I.B.1.c), the Commission may also use adjusted 2020 census data.

The geographic data will include digitized maps showing the boundaries of the census geographic units for which the population statistics are available (i.e., census block through county level), as well as the physical geography and relevant built environment (city boundaries, streets and highways, or other elements as requested by the Commission, etc.) throughout California.

Voting and elections data associated with the district(s) will be included in the database so it is available, if required by the Commission, to demonstrate compliance with the Federal Voting Rights Act of 1965.

All GIS-compatible files submitted to the Community of Interest(COI) Tool as developed by the Statewide Database, and other GIS-compatible files of Communities of Interest (COIs) submitted to the Commission's office must be processed for retrieval and use in compiling maps both before and during the line drawing process.

If requested by the Commission, the Proposer will participate in the development of the data coding used to pair the public testimony with the respective geographic data (neighborhoods, economic districts, etc.) collected by the Commission's tools and/or other consultants. This data coding will be used to pair public testimony and any related maps drawn by the line drawer during the Commission's meetings.

d. Professional and Technical Services:

i. Prior to Beginning Map Drawing

Before the district line drawing begins, the Proposer, if requested by the Commission, may be required to create an initial visual representation for public viewing of the Communities of Interest (COI) maps (as submitted to the Statewide Database COI Tool, or otherwise as submitted to the Commission); and thereafter, an all-encompassing map that may include, but is not limited to, all COI's from public testimony or submittal, non-testimonial geographical data (such as official city-designated neighborhoods, transportation corridors, etc.), and VRA-compliant areas.

ii. Prior to Approval of Final Maps

At the sole discretion of the Commission, the Proposer may be required to provide technical services to Commissioners and/or the Commission's legal counsel, other contractors or staff outside of scheduled Commission meetings, as related to the maps meeting California constitutional requirements (Article XXI, Section 2(d)).

Proposer's technical services shall include, but are not limited to, technical education and/or consultation, providing census and district information, and/or production of alternate maps or visualizations as required by the Commission or Commission's legal counsel.

iii. After Approval of Final Maps

Additional technical services may be required of the Proposer in the event of any legal action arising from, and/or relating to, the redistricting maps developed with Proposer's assistance. Proposer's technical support may include consultation, line drawing services, and/or testimony for any litigation resulting from this agreement in state and federal court. At the Commission's request, the Proposer and the Commission will determine the scope of services required and enter into a separate agreement for the provision and payment of these services.

- e. Public Meeting Participation: The Proposer will provide line drawing services during public meetings including, but not limited to, the following:
 - i. Document the Commission's instructions throughout the development of the maps sufficient to allow the Commission to identify the basis for any map, and to track changes and draw comparisons between iterations of the same location developed by the Commission during the process of line drawing.
 - ii. Document the public testimony related to any map drawn as a result of the testimony, sufficient to allow the line drawer to synthesize all maps related to a given area (city, county, etc.) and for the Commission to track the comments related to the map iterations of the same location.
 - iii. Produce, digitally store, project the maps and the line drawing on-screen (for in-person viewing), transmit a clear image of the maps and line drawing (for remote audience viewing) in real time, via the Commission's webcasting consultant, as requested by the Commission.
 - iv. Provide the map file(s), and PDFs of the maps, and the related Commissioner instructions and/or public testimony leading to the drawing of the map, for the Commission to be able to print the map and its corresponding instructions and/or public testimony.
- f. Remote Meeting Participation: Due to the COVID-19 public health pandemic and applicable California Governor's Orders, the Proposer must be prepared to remotely participate in and to provide all meeting services outlined in this RFP should any or all meetings require remote attendance.
 - i. The commission may elect to conduct/hold virtual (or remote) public meetings for any reason.
 - ii. The Proposer must be able to actively participate and provide all meeting services remotely, including public input meetings and Commission meetings.
 - iii. The requirements include the ability to reliably hear and document the Commission's instructions and public testimony related to any resulting map, and the ability to transmit the line drawing occurring at the

Proposer's worksite with sufficient clarity to allow the Commission and the public to view the effects of changes on their personal viewing devices, in real time, via the Commission's webcasting consultant.

- iv. Should the Commission desire, there may be occasions when simultaneous meetings will occur at different locations around the State. The Proposer must have the capacity to accommodate simultaneous meetings whether in person or remotely.
- g. Professionalism and Collaboration: Proposer, Proposer's staff, and subcontractors (if any), must comport themselves at all times in a professional and respectful manner when interacting with the Commission (individually or collectively), their staff, the public, and the Commission's external counsel and other contractors. Proposer and Proposer's staff and subcontractors (if any) will work collaboratively with the Commission, their staff, and the Commission's other contractors.
- h. Staff Support: It is the responsibility of the Proposer to ensure sufficient staffing to support the Commission's redistricting effort and to meet the objectives of the RFP.
- i. Work Plans: Work plans will be required throughout the term of the contract and will be developed in collaboration between the Proposer and the Commission. The course of work and deliverables are required to be provided as mutually agreed upon in writing by the Proposer and the Commission.
- j. Progress Reports: The Contractor shall provide progress reports on a scheduled or as-needed basis as determined by the Commission. This may be in the form of a progress schedule of reports, meetings on a regular basis, and/or a Final Summary Report once the project is completed. Any request for a written or verbal report must be acknowledged within twenty-four (24) hours of the request.
- k. Final Map Report: As requested by the Commission, the Proposer will assist the Commission in issuing a report for each of the four (4) final maps that explains the basis for the decisions for achieving compliance with the criteria required by the voter initiatives (Proposition 11, passed in 2008 and Proposition 20 passed in 2010), and applicable state and federal laws and requirements.

- i. The Proposer will provide any maps and map iterations required for the report including the Commission instructions and/or public testimony that led to the drawing of the maps developed during the Commission Meetings.
 - ii. Assist the Commission with the Commission instructions and/or public testimony that led to the drawing of the draft and final maps, including communicating to the Commission how these integrations can be reflected in the draft and final maps, and into the final report.
- l. **Timely Invoices for Services:** The Proposer's staff shall include a designated accounting person, preferably with knowledge of the State's accounting and billing process and the ability to work within its requirements. Accounting staff shall be available during regular business hours to discuss the progress of invoices, assist in resolving invoice issues, and to provide documentation regarding billable services and related travel costs within 10 days after the end of the month. Refer to Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.
- m. **Proposer's Statements of Responsibilities:** Proposer's responses to all items under Section I.B and shall be attached to the Agreement for public record and are made a part of the Agreement (Exhibit D Contractor Responsibilities).
2. **Commission Responsibilities**
- a. **Commission Oversight.** A Project Manager, with oversight by the commission, will be assigned to this project and, along with other key Commission personnel, will work with the Proposer as active participants to provide project continuity at the operating level.
 - b. **In-Process Review.** The Commission may, at its sole discretion, assign an individual, individuals, or entity to provide an independent evaluation of any map and/or report being submitted by the Proposer to the Commission for its consideration and approval. The individual, individuals, or entity will be considered a separate consultant to the Commission and the Proposer must provide unfettered access to any completed map and/or report and their respective supporting documentation during any phase of the redistricting process. This includes any and all data at any level being used by Proposer to construct a district boundary.

II. QUALIFICATIONS OF PROPOSERS

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience and resources to successfully accomplish the services required by this RFP.

Qualifications and Experience

A. The Proposer must have demonstrated knowledge and experience:

1. Drawing district lines for state legislative, congressional, city council, or other electoral districts.
2. Drawing district lines during public, open meetings, taking direction from commissioners or other public officials, and responding to public testimony to draw maps.

B. Redistricting Reference Projects

1. The Proposer should provide a list of all projects for which the Proposer, the project staff, and/or the company have drawn electoral district maps in the last 20 years. For each process, the Proposer must identify:
 - Who directed the line drawing, i.e., commission, legislative body, agency officials, etc., and if different, who authorized the project;
 - Whether the maps considered incumbency and why;
 - Whether any of the maps were challenged for failing to meet legal requirements including Voting Rights Act compliance;
 - Whether any of the maps that were subject to a legal challenge were implemented as originally drafted, or subject to changes based on the challenge; and,
 - Whether the proposer or any of the Proposer's staff provided testimony in defense of the challenged map.
2. A list of all expert testimony relating to districting or redistricting that the Proposer has given in the last 20 years. Proposer should include:
 - The project type, location, start and end dates
 - The issues involved in the matter
 - The Proposer's role in the matter
3. The Proposer should select three (3) of their projects from II.B (i), above, and provide further information for these three "reference" projects. For each reference project the Proposer should provide:
 - A contact name, address, and phone number for a principal member of the reference project. (The contact person must be an individual in a senior

capacity who was directly involved in drawing the lines and must be available by phone for two business days after the Proposal opening).

- How population size and racial/ethnic diversity were addressed during the line drawing and the Proposer's contribution to resolving any issues resulting from the prospective boundary lines, including whether Voting Rights Act Section 2 or 5 criteria impacted the line drawing and if so, the involvement of the Proposer in determining where the line should be drawn.
- A description of whether litigation occurred and its outcome

C. Project Personnel

1. Resumés

A completed resumé is required for each contract participant, including subcontractors, who will exercise a major administrative role or major policy or consultant role (i.e., data analysis or interpretation of results, data security, GIS software technician, etc.), as identified by the contractor. The resumés shall be attached to the contract for public record and made a part of the contract as Exhibit E. The Commission, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.

2. Relevance of Contribution

Resumés must specify project experience illustrating that the Proposer, Proposer's staff and/or Proposer's sub-contractor (if any) have knowledge and/or expertise in the following areas:

- a. The Federal Voting Rights Act of 1965.
- b. California Constitution, Article XXI, Section 2.
- c. The geography of California as related to redistricting.
- d. The population diversity of California as related to redistricting.
- e. Census data as related to redistricting.
- f. The application of GIS-related databases to the problems of redistricting.
- g. Applicable provisions of the California Elections Code.
- h. Assigned Role of Personnel

Include a list of all personnel and their assigned role and responsibility as related to participating in this engagement.

3. The Proposer should list any prospective subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the engagement and the location where the work will be performed. The Commission, in its sole discretion, reserves the right to reject

subcontractors proposed by the Proposer. Subcontractors, if used, shall be subject to all terms, conditions, and qualifications required by this RFP.

III. PROPOSAL REQUIREMENTS AND INFORMATION

Proposers should include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. The Approach Plan should be creative, feasible and straightforward. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content. The Commission will have the sole discretion in determining its relevance and value to the RFP. Failure to comply with the requirements of this RFP may result in rejection.

A. Key Action Dates

Listed below are the important dates and times by which the actions must be taken or completed. If the Commission finds it necessary to change any of these dates, it will be accomplished by addendum.

Table 1. Key Action Dates

Action	Time	Date
Release of Request for Proposal		January 16, 2021
Questions Due	4:00 p.m.	January 20, 2021
Questions and Answers Posted	4:00 p.m.	January 22, 2021
Communication of Intent to Bid		January 22, 2021
Proposals Due	5:00 p.m.	February 19, 2021
Opening of Proposals	9:00 a.m.	February 22, 2021
Evaluation Period		February 24-25, 2021
Notice of Intent to Award Posted on Commission's Website		February 25, 2021
Contract Award and Execution		March 5, 2021
Contract Work Begins		Upon OLS Contract Approval
Contract Term Ends		June 30, 2022

B. Questions and Answers

Proposers requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing. The Commission will post question and answer sets to the Commission's website.

Proposers must clearly mark all questions with “Questions Relating to RFP No. CR20 CRC-010.” Submit written questions as follows:

e-mail: [VotersFirst Act@crc.ca.gov](mailto:VotersFirstAct@crc.ca.gov)

fax: (916) 323-0356

mail: Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
Attention: Raul Villanueva

Questions Relating to RFP No. CR20 CRC-010

If disclosing questions regarding a proposal to other Proposers would compromise proprietary information, a prospective contractor may seek clarification or further information on the content of the RFP by marking the question packet “CONFIDENTIAL” and submitting questions as described above.

The Proposer must explain why his/her questions are sensitive in nature. If the Commission concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the Commission does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the Proposer will be so notified. The Commission will have the sole discretion in determining whether a question would compromise proprietary information.

C. Proposer Presentation

In the era of COVID-19, with the need to practice social distancing and uphold state and local guidelines while getting and incorporating public input, the Commission requests that Proposers, as part of responding to this RFP, prepare a Plan describing how to conduct line drawing services under these new and uncertain circumstances.

The Proposer’s Plan should include the overall approach as well as the methods and procedures the Proposer would use. Plans are intended to be short, should be no more than 10 pages in length, and should include a consideration of public input, and the RFP and Bagley-Keene requirements as modified by any Governor’s orders.

The Proposer’s Plan should address the following areas:

1. Based on your experience, the present pandemic, and the challenges of redistricting California, what approaches would you suggest the Commission to consider in accomplishing the redistricting and why?

2. The Commission may decide to hold simultaneous, 4-6 hour, remote, public input meetings in 2-3 different parts of the state. Describe how you would approach these meetings and manage the line drawing, keeping in mind the RFP requirements for line drawing in public meetings?
3. Based on your experience, how would you recommend the Commission approach VRA compliance during the line drawing?

The Commission requires Proposers to submit their Plan and be prepared to make a public presentation of their Plan to the Commission. The presentation should reflect the Proposer's communication style, professionalism, and ability to engage with the full Commission. The date and place of the presentations will be communicated to the respective Proposers and made available to the public. Failure to submit the required information or to appear for a presentation as specified by the Commission will be grounds for rejection.

D. Independence/Conflict of Interest Disclosure

1. The Proposer must disclose and shall have a continuing duty to disclose any financial, business, or other relationship of the Proposer, subcontractor, or individual employees that may have an impact on the work to be performed, including whether the Proposer, subcontractor, or individual employees have represented a political party or an interest group funded by or working on behalf of a political party, candidate or office holder (Attachment D).
2. In this disclosure, the Proposer must include information regarding situations that might create an appearance of a lack of independence, regardless of whether the Proposer believes that the situation creates an actual conflict of interest, and how the Proposer intends to manage such situations. If the Proposer believes that there may be an appearance of a conflict of interest or lack of independence based on any previous or ongoing work the Proposer has performed, the Proposer shall specifically address how it plans to address and manage that appearance, including, but not limited to, how appropriate safeguards would be applied by the Proposer to guard against that appearance.
3. If the Proposer believes that no conflict of interest or appearance of lack of independence as described above exists, then a statement to that effect must be made in the Proposer's proposal.

4. The Commission shall have the right to disqualify or terminate a contractor if it believes that the best interests of the State require that the contractor be disqualified or terminated because the Proposer has a conflict of interest or because a situation exists that creates the appearance of a lack of independence and also to disqualify any proposed personnel on that basis.
5. A potential conflict identified pursuant to this section is not an automatic disqualification, but is information the Commission will consider in the selection process.
6. The Commission shall have the right to disqualify or terminate the selected Proposer and any subcontractor with or without cause.

E. Cost Detail Format and Requirements

The proposal shall include a detailed quotation of costs for all services that could be charged to the Commission. Note that the sealed cost proposal is submitted in a separate envelope from the narrative proposals (see ATTACHMENT E - COST PROPOSAL WORKSHEET). There is no set budget for this engagement.

The Proposer will provide services as required by the Commission during public input hearings, Commission line drawing meetings, and as directed by the Commission to provide technical services to the Commission and the Commission's attorneys and other contractors. Proposers are required to submit their costs for a fixed number of Public Input Hearings and Commission line drawing meetings as well as the costs per meeting for a specific number of optional Public Input Hearings and Commission line drawing meetings as described below:

1. Fixed Cost Public Input Hearings Prior to and During Map Drawing and Following the Release of the Maps
 - a. Proposer shall work in conjunction with and at the direction of the Commission during the Public Input Hearings. These hearings are scheduled to occur before release of the census data, after the release of the census data as the maps are drawn, and following the release of the maps to the public. The Commission and Proposer will jointly facilitate interaction with the public.
 - b. It is anticipated that the line drawing for the Commission's Public Input Hearings will occur remotely. Should the Commission desire, there may be occasions when simultaneous Public Input Hearings will occur at different

locations around the State. Proposer's services for the Public Input Hearings will consist of drawing maps that reflect the public testimony being provided as well as documenting the date, hearing location, and testimony that led to the map.

- c. As requested by the Commission, the Proposer must be able to actively participate and provide all services remotely, as described in this RFP. The Commission will work with the Proposer in determining what level of active participation is desired for the simultaneous meetings.
- d. There will be an estimated minimum of 40 Public Input Hearings as described above. Proposers should provide a total cost for providing the services as outlined in this RFP for 40 days of hearings, excluding travel (See Table 2 General Timeframes for Hearings). The total cost for these estimated 40 days of hearings will be provided as a Fixed Cost. The cost will be included in the evaluation for award.

Table 2. Anticipated Timeframes for Meetings

Event	Anticipated Time Frame	Key Activity
Public Input Hearings (pre-district maps)	Winter/Spring 2020-2021	Gathering public input throughout California; estimated 30 days of meetings
Commission Line Drawing	Spring to early Summer 2021	Deliberations for drawing preliminary district maps; estimated 20 days of meetings
Release of Initial District Maps	July 2021	Release of preliminary district maps
Public Input Hearings (post-district maps)	Summer 2021	Gathering public input about preliminary district maps; estimated 10 days of meetings
Commission Line Drawing Finalize district maps and reports	Mid-July to early August 2021*	Prepare final district maps submission by August 15, 2021* estimated 5 days of meetings

* The actual timeframe is dependent on availability of the census data and could extend to December 15, 2021

2. Optional Public Input Hearings

The Proposer is required to provide a per-meeting cost for services (excluding travel) for ten (10) optional Public Input Hearing days. These optional meetings will be scheduled at the discretion of the Commission. The cost will be included in the evaluation for award.

3. Fixed Cost for Commission Line Drawing Meetings

The Proposer must attend and participate in an estimated minimum of twenty-five (25) days of Commission line drawing meetings. The total cost for these estimated 25 meeting days will be provided as a Fixed Cost (not including travel).

- a. It is anticipated that the line drawing for the Commission's line drawing meetings will occur remotely. The Proposer must be able to actively participate and provide all services remotely, as described in this RFP.
- b. As the Commission works on different areas of the State, the Proposer will be responsible for:
 - Presenting any related maps developed as a result of public input including a summary of the testimony that led to the development of the map iterations;
 - Providing any relevant criteria or information to be used in evaluating the maps under discussion;
 - Documenting the Commission date and instructions leading to any map drawn at the Commission's request;
 - Producing, digitally storing, projecting on screen (for audience viewing), and providing the files (ex. shp, pdf) for the printing and/or posting of all maps as requested by the Commission.

4. Optional Commission Line Drawing Meetings Cost

The Proposer must provide a cost per meeting day for ten (10) optional Commission line drawing meetings (excluding travel). These optional meetings will be scheduled at the discretion of the Commission. This cost will be included in the evaluation for award.

5. Fixed Cost for Technical Assistance (does not include travel expenses)

The Proposer is required to provide the total cost for 60 hours of technical assistance to Commissioners and/or the Commission's legal counsel as described in Section I.B.1.d. This cost will be included in the evaluation for award.

The technical assistance provided by the Contractor shall consist of, but is not limited to:

- Technical education or consultation;
- Providing census and district information; and
- Production of alternate maps or visualizations.

6. Optional Cost for Technical Assistance

The Proposer must provide a total cost per hour for providing technical assistance to Commissioners and/or the Commission's legal counsel as described in Section I.B.1.d. The Optional Costs should specify the individual hourly rates for the Proposer and Proposer's staff required to provide this assistance. The cost for an optional 40 hours of technical assistance will be included in the evaluation for award.

7. Final Cost

The Final Cost is the sum of the Total Fixed Cost and the Optional Cost, as described below.

a. Cost Proposal Work Sheet

The Proposer must complete the Cost Proposal Work Sheet in **Attachment E** and return it as a **separate, sealed, and clearly identified** document, in a separate envelope from the Requirements Portion of the Final Bid Submission.

b. Total Fixed Cost

The Total Fixed Cost is the sum of all costs associated with the provision of services as required by this RFP. For example, this may include, but is not limited to the following:

- i. Consulting services
- ii. Managerial and/or administrative support
- iii. Clerical/staff support
- iv. Materials and supplies
- v. Documents, reports, forms
- vi. Reproduction
- vii. Direct and indirect expenses
- viii. Technical support
- ix. Fixed costs as described above (F. Cost Detail and Requirements)
- x. Any other costs (Itemize)

c. Total Optional Costs

8. Computation of Optional Costs

For the purpose of evaluation and award, the Commission will include the Proposer's costs for ten (10) optional Public Input Hearings and the Proposer's costs for ten (10) optional Commission line drawing meetings. These services are required to be in accordance with the requirements of this RFP.

In addition, for the purpose of the evaluation and award, the Commission will include the Proposer's hourly costs for providing technical assistance to Commissioners and/or the Commission's legal counsel. A total of 40 hours of optional technical consultation services will be included. These services are required to be in accordance with the requirements of this RFP.

The Optional Costs shall be computed as follows:

(Per Meeting Day Cost for optional Public Input Hearings) x 10 = Total Cost.

(Per Meeting Day Cost for optional Commission line drawing Meetings) x 10 = Total Cost.

Total hourly costs for optional technical consultation X 40 = Total Cost.

The sum of Total Costs = Total Optional Cost.

9. Reporting Optional Costs

Table 3. Table of Optional Costs

Optional Services	Cost per Occurrence	Number of Occurrences	Cost
Public Input Hearings	\$ per Hearing	10	\$
Commission Line Drawing Meetings	\$ per Meeting	10	\$
Technical Consultation	\$ per hour	40	\$

Total Optional Cost \$ _____

Final Cost (Total Fixed Cost + Total Optional Cost) \$ _____

10. Travel Expenses

Should in-person meetings be allowed during the course of this RFP, transportation, lodging, mileage, parking, and subsistence costs, etc., will require prior approval by the Commission or its representative in order to be reimbursed.

- a. All travel-related costs will be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel.

- b. Transportation and subsistence costs shall not exceed rates authorized to be paid excluded State employees under current California Department of Human Relations rules. California Department of Human Relations rates for reimbursement can be found at:
<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.

F. Submission of Proposals

1. Proposals submitted under this solicitation constitute an express acceptance of all provisions of this RFP, including all attachments and exhibits. However, the Commission, in its sole discretion, may negotiate with the Proposer on specific provisions of the final agreement.
2. Proposers should provide straightforward and concise descriptions of their ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.
3. Costs incurred for developing proposals, in anticipation of award of the agreement are entirely the responsibility of the Proposer, and shall not be charged to the State.
4. The **Requirements Portion** of the bid and the **Cost Portions** of the bid must be submitted separately as follows:
 - a. one (1) original and three (3) copies (hard copy) of each,
 - b. one (1) electronic copy of the **Requirements Portion** of the Final Bid Submission (only) in PDF format on a flash drive, and
 - c. one (1) electronic copy of the **Cost Portion** of the Final Bid Submission (only) in PDF format on a separate flash drive.
 - d. The hard copies and flash drives must be clearly labeled as either "Proposal: Requirements" or "Proposal: Costs."
5. The original and three copies of the proposal shall be printed using Arial or Times New Roman 12 point font, be double-sided to conserve paper, and should be prepared in the least expensive method.
6. Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. CR20 CRC-10,**" and addressed to:

Citizens Redistricting Commission
Attention: Raul Villanueva
721 Capitol Mall, Suite 260
Sacramento, CA 95814

DO NOT OPEN

7. A special majority of the Commission (three votes each from the Democrat, Republican, and not affiliated members), as specified by California Government Code Section 8253 (a)(5), is required for award. In the event no bid receives a special majority, the RFP will be cancelled
8. At the Commission's option prior to award, Proposers may be required to submit additional written clarifying information or to make a presentation to the Commission. Failure to submit the required information or to appear for a presentation as specified by the Commission, will be grounds for rejection.
9. An individual who is authorized to bind the proposing firm contractually shall sign the Bidder Certification Sheet (Attachment B). The signature must indicate the title or position that the individual holds in the firm.
10. Time is of the essence. Proposals must be received not later than **5 p.m. on February 19, 2021**. Late proposals will not be accepted.
11. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. The Commission, may elect to accept only the first submitted proposal.
12. If the proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.
13. No verbal understanding or agreement shall be binding on either party.
14. All proposals shall include the documents identified in the Required Attachment Checklist (Attachment A).
15. Modification or Withdrawal of Proposals. Any proposal that the Commission receives before the deadline to submit proposals may be withdrawn or modified by written request of the Proposer. However, to be considered, the modified proposal must be received by the deadline.

16. Modification or Amendment of this Request. This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all Proposer s will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the Commission.
17. Proposals must be complete in all respects and submitted by dates and times shown in Section III.A Table 1, Key Action Dates.

G. Rejection of Proposals

Submitted proposals may be rejected for any of the following reasons:

1. Right to Reject Any or All Proposals. The Commission may, in its sole discretion, reject any and all proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations, upon determination that it is in the best interest of the State to do so.
2. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
3. The Commission, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
4. Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
5. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
6. A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
7. Proposals that contain false or misleading statements or that provide references, that do not support an attribute or condition claimed by the bidder, will be rejected.

H. Notice of Payment Terms

The invoicing and payment terms are found in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

I. Evaluation Process

1. Proposal Opening

The Commission will publicly open and post the Requirements Portion of the Final Bid Submissions that are received by the Submission of Final Bid due date and time as specified in Table 1, Key Action Dates. Proposers whose proposals have been timely submitted will be notified by email of the date and time of the bid opening and posting, as determined by the Commission. The Commission will also post a public notification on its website.

2. Redistricting Project References Checked

Once the proposals are opened, the Commission will begin contacting Customer Experience References to validate compliance with the RFP requirements. The Proposer is responsible for ensuring that all reference contacts are available by phone for two business days following the opening of Proposals.

3. Proposer Presentations

The Commission requires Proposers to be prepared to make a public presentation to the Commission of the Plan they have submitted as part of their proposal. The date and place of the presentations will be communicated to the respective Proposers and made available to the public. The Commission will hold the presentations as part of a noticed meeting. Failure to submit the required information or to appear for a presentation as specified by the Commission will be grounds for rejection.

4. Public Evaluation

- a. The Commission' will open the Requirements Portion of the Final Bid Submissions in public as specified above, and will post the Requirements Portion of the Final Bid Submissions on the Commission website within one business day of opening.
- b. Following the posting of the bids, the Commission's Evaluation Team will evaluate the presence or absence of required information in conformance with the submission requirements of this RFP. The Team will also open the Cost Portion of the proposal and compute the cost points for each submitted

proposal. The Evaluation Team will keep confidential the Costs portion of the Final Bid Submissions at this time.

The results of the evaluation will be presented to the Commission in open session and posted on the Commission website.

- c. The Commission will hold the Proposer presentations as part of a noticed meeting. The Commission will score each Proposer after their presentation and the Commission's Evaluation Team will tabulate the results and add the scores to the Proposer's score sheet to compute a total score.
- d. The Commission will initially review the Requirements Portion of the Final Bid Submissions submitted by each Proposer. The Commission is expected to begin discussion of the responses during a scheduled meeting, in open session. The Costs portion of the Final Bid Submissions will remain confidential until this time, but be posted to Commission's website when this discussion begins.
- e. Once all eligible proposals have been reviewed and evaluated by the Commission, the Commission is expected to discuss and vote first on the submission with the highest total score. In the event the proposal with the highest total score is approved by a special majority of the Commission (three votes each from the Democrat, Republican, and not affiliated members), as required by California Government Code Section 8253 (a)(5), no further votes will be taken, and the contract will be awarded to that Proposer.
- f. In the event the submission with the highest total score is not approved by a special majority, the Commission will consider submission with the next highest score, until either a special majority approves one of the submissions, or votes are taken on all submissions without a special majority being achieved. In the event no proposal receives a special majority, the Commission will hold a second round of discussions on the relative merits of the top three (3) scoring submissions. If the second round of voting does not lead to award by special majority for one of the top three submissions, the RFP will be cancelled.
- g. The Costs portion of Final Bid submission will remain confidential for proposals determined to be non-responsive to the requirements of the RFP.

h. Evaluation Criteria

Table 4. Scoring Table

Scoring Criteria	Maximum Possible Points
Technical Aspects of Proposal	
Redistricting References	15
Qualifications and experience of management and lead staff to be assigned to the project	20
Quality of Proposer's Plan and methodology	20
Presentation	15
Cost	30
TOTAL	100

i. Scoring of Costs Portion

The proposal with the lowest cost will be awarded the maximum cost points. The remaining cost proposals will be awarded cost points as demonstrated in the following example.

EXAMPLE: Weighted Point Value = 30 Points (maximum)

	Proposal Cost	Formula
Lowest Cost	\$30,000	Lowest Cost = 30 Points
Proposer A:	\$37,500	$\$30,000/\$37,500=0.8 \times 30=24$ points
Proposer B:	\$42,000	$\$30,000/\$42,000=0.71 \times 30=21.3$ points

- ii. Proposals must receive a score of 65 points to be considered. Proposals with a score of 64 or lower will be eliminated from further consideration.
- iii. If no proposals are received containing proposals offering a price, which in the opinion of the Commission is a reasonable price, the Commission is not required to award an agreement.

- iv. During the evaluation and selection process, the Commission may request the presence of a Proposer's representative for answering specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the Commission may reject the proposal; however, the Commission may in its sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity. The Commission will notify all Proposers of its decision to award the contract.
- i. Award and Protest
 - i. Notice of the proposed award shall be posted in a public place at the Commission's offices and on its website at least five (5) working days prior to awarding the agreement.
 - ii. If any Proposer prior to the award of contract files a written protest with the Department of General Services (DGS) and the Commission on the grounds that the protesting Proposer is the lowest responsive responsible bidder qualifying for award, the contract shall not be awarded until either the protest has been withdrawn or DGS has resolved the matter. The initial protest must be filed with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605.
 - iii. Within five (5) days after filing the initial protest, the protesting Proposer shall file a detailed written statement specifying the grounds for the protest with the Department of General Services (DGS) and the Commission. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA, 95605. A copy of the detailed written statement should be mailed to the Commission. It is suggested that any protest be submitted by certified or registered mail.
- j. Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the Commission, will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.), and will be subject to review by the public. Bid packages may be returned only at the bidder's expense.

- k. Agreement Execution and Performance
 - i. Service shall start no later than 5 days, or on the express date set by the Commission and the Proposer, whichever is sooner, after all approvals have been obtained and the agreement is fully executed. Should the Proposer fail to commence work at the agreed upon time, the Commission, upon five (5) days written notice to the Proposer, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between Proposer's Proposal price and the actual cost of performing work by another Proposer.
 - ii. The term of this Agreement begins on the date as indicated on the Standard Agreement for Services (STD. 213) through April 30, 2022, with the option for the Commission to extend the term for up to one year at the contract rates. Changes to the period of performance will require a written Amendment to the Agreement should the Commission exercise its option to extend services.
 - iii. The Proposer shall not be authorized to deliver or commence performance of services as described in this RFP until written approval has been obtained from the Commission and related control entities. No delivery or performance of service may commence prior to the execution of the Agreement.

IV. PREFERENCE PROGRAMS

Small Business Preference Program

- A. The proposal should include a statement indicating whether or not the firm claims a small business preference and bidders should certify its small business certification using the Bidder Declaration (Attachment C).
- B. This RFP does not include a minimum Small Business participation preference. Bidders claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).
- C. To claim the CCSB preference, which may not exceed 5 percent for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the California Office of Small Business and DVBE Services by 5:00 p.m. on the bid due date and time listed Section III, Table 2. Key Action Dates and be verified by such office.
- D. If the bidder receives the CCSB preference, the bid of a certified small business is reduced for evaluation purposes by 5 percent of the lowest cost offered by a noncertified small business.

V. REQUIRED ATTACHMENTS

Attachment A:	Required Attachment Checklist
Attachment B:	Bidder Certification Sheet
Attachment C:	Bidder Declaration
Attachment D:	Conflict and Impartiality Statement
Attachment E:	Cost Proposal Work Sheet
Attachment F:	Target Area Contract Preference Act
Attachment G:	Darfur Contracting Act Certification
Attachment H:	Confidentiality/Nondisclosure Statement
Attachment I:	California Civil Rights Laws Certification
Attachment J:	Contractor Certification Clauses
Attachment K:	Payee Data Record

VI. SAMPLE STANDARD AGREEMENT (STD.213)

Exhibit A - Scope of Work and Description of Services
Exhibit B - Budget Detail and Payment Provisions
Exhibit C - General Terms and Conditions
Exhibit D – Contractor Responsibilities
Exhibit E – Contractor Resumés

ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

For a proposal to be responsive, all required attachments must be submitted to the State Auditor's office by the proposal due date. A complete proposal package will consist of the items identified in the table below. Place a check mark or "X" next to each item to confirm the items are in your proposal.

Check	Description	Attachment
_____	One original proposal with original signatures	
_____	Three photocopies of the original proposal, printed double-sided	
_____	Required Attachment Checklist	Attachment A
_____	Bidder Certification Sheet	Attachment B
_____	Bidder Declaration	Attachment C
_____	Conflict and Impartiality Statement	Attachment D
_____	Cost Proposal Work Sheet	Attachment E
_____	Target Area Contract Preference Act	Attachment F
_____	Darfur Contracting Act Certification	Attachment G
_____	Confidentiality/Nondisclosure Statement	Attachment H
_____	California Civil Rights Laws Certification	Attachment I
_____	Contractor Certification Clauses	Attachment J
_____	Payee Data Record	Attachment K

ATTACHMENT B - BIDDER CERTIFICATION SHEET

This Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. **An unsigned bidder certification sheet may be cause for rejection.**

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()		
3. Address				
Indicate your organization type:				
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No.	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Bidder's Name (Print)	11. Title			
12. Signature	13. Date			
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 5px;"> a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: </td> <td style="width: 50%; padding: 5px;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>. If yes, enter your service code: </td> </tr> </table>			a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> . If yes, enter your service code:
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> . If yes, enter your service code:			
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" .				
Date application was submitted to OSBCR, if an application is pending:				

INSTRUCTIONS FOR BIDDER CERTIFICATION SHEET

Complete the numbered items on the Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the California Office of Small Business and DVBE Services.

ATTACHMENT C - BIDDER DECLARATION

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2)

b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page of

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT D - CONFLICT AND IMPARTIALITY STATEMENT

Complete, sign (original signature) and return in the Requirements Portion of the Final Bid Submission. (For definitions to terms used in this part, Contractor should refer to California Code of Regulations, Title 2, sections 60800 – 60829).

The Conflict and Impartiality Statement is required to be completed by the Contractor and each participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, including subcontractors, to the agreement. Government Code Section 8252 and the regulations found at CCR Title 2, Section 60800 – 60814 set forth certain conflict provisions, including individuals with a bona fide relationship to any of the above as defined in CCR Title 2, Section 60806.

Full disclosure is required; however, disclosure of a potential conflict is not an automatic disqualification. Please explain any potential conflict in the space provided below.

Within the 10 years immediately preceding the submittal of the proposal, all of the parties listed above:

- Have not been appointed to, elected to, or have been a candidate for federal or state office;
- Have not served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective federal or state office;
- Have not served as an elected or appointed member of a political party central committee;
- Have not been a registered federal, state, or local lobbyist;
- Have not served as a paid congressional, legislative, or Board of Equalization staff;
- Have not contributed two thousand, five hundred dollars (\$2,500) or more to any congressional, state, or local candidate for elective public office;
- Have not been staff and consultants to, persons under a contract with, nor are persons with an immediate family relationship with the Governor, a member of the Legislature, a member of Congress, or a member of the State Board of Equalization;
- Have no personal, family, financial relationships, commitments, or aspirations that a reasonable person would consider likely to improperly influence someone making a redistricting decision;

Explain any potential conflict below (additional pages may be attached if needed):

In addition, please respond to the following (additional pages may be attached if needed):

- Has the person or entity submitting this proposal, during the past 10 years, received donations or funding from any source, whether in cash or in kind, that are used to support the operations of the person or entity? If YES, please state the date, nature and amount of donation or funding, and the source of the funding.

YES _____ NO _____

- Has the person or entity submitting this proposal, during the past 10 years, performed services of any kind, whether for a fee or on a voluntary basis, for any political party, interest group or other entity that has supported, donated money to, raised money for candidate for public office, taken a position on a ballot initiative or sought to influence the redistricting process? If YES, please provide the details of the activity below.

YES _____ NO _____

- The Commission will be the sole provider of funds for the services to be provided pursuant RFP 21-01. Will contractor receive funding from any source other than the Commission, in cash or in kind, to perform services pursuant to this RFP? If YES, please provide the details of such funding.

YES _____ NO _____

- Does Contractor have any occupational, academic, volunteer, or other life experiences that show an ability to set aside personal interests, political opinions, and group allegiances to achieve a broad objective? If YES, please provide the details of the activity below.

YES _____ NO _____

Date:

Signature:

Printed Name:

Title:

Organization:

Telephone Number:

Fax Number:

ATTACHMENT E - COST PROPOSAL WORKSHEET

The Proposer's cost for provision of all services required in the RFP must be included. Travel and per diem expenses will be billed monthly in arrears. Complete and return this work sheet in the Bid Costs portion of Final Bid submission. The Bid Costs portion of Final Bid submission must be a separate, sealed, and clearly identified document.

1. Fixed Costs

Sum of all costs associated with the provision of services, including, but not limited to an estimated 40 Public Input Hearings, 25 Commission meetings, and all associated travel and per diem expenses at California State rates. The fixed costs should also include the costs related to providing 60 hours of technical assistance as specified in the RFP.

Item	Cost
Consulting services	\$
Managerial and/or administrative support	
Clerical/staff support	
Materials and supplies	
Documents, reports, forms	
Reproduction	
Direct and indirect expenses	
Technical support	
40 days Public Input Hearings	
25 days Commission line drawing Meetings	
60 hours of technical assistance	
Any other costs (Itemize)	

Total Fixed Cost \$ _____

2. Optional Costs

Optional Services	Cost per Occurrence	Number of Occurrences	Cost
Public Input Hearings	\$ per Hearing	10	\$
Commission Line Drawing Meetings	\$ per Meeting	10	\$
Technical Consultation	\$ per hour	40	\$

Total Optional Cost \$ _____

Final Cost (Total Fixed Cost + Total Optional Cost) \$ _____

ATTACHMENT F - TARGET AREA CONTRACT PREFERENCE ACT

STD. 830 (REV. 10/2019) (FRONT)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Print

Clear

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT
---------------------	-------------

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either 50% of the labor hours required to complete a contract for GOODS, or 90% of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

- (1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper Criteria letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
TOTAL PROJECTED LABOR HOURS:		0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STD. 830 (REV. 10/2019) (REVERSE)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

**Section I
Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

**Section II
Workforce Preference**

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

ATTACHMENT G - DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below. We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

ATTACHMENT H - CONFIDENTIALITY/NONDISCLOSURE STATEMENT

CONFIDENTIALITY/NONDISCLOSURE STATEMENT

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the Commission's operations that are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

- (a) The work products and records, documents, or information used in support of the work products that are made available to the Contractor pursuant to this Agreement, including, but not limited to all personal, technical, and other data and information used in support of, or contained in those work products, are confidential and shall be protected by the Contractor from unauthorized use or disclosure. In providing that protection, Contractor shall comply with this subdivision and any other procedural requirements of the Commission that are provided in writing to the Contractor.
- (b) Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the Commission.
- (c) With the exception of comments made about the work product to the Commission or its staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the Commission's actions regarding the work product, without the prior written consent of the Commission.
- (d) Contractor acknowledges that all work products and records, documents, or information used in developing the work products, as well as all work products themselves, remain the sole property of the Commission and may not be used by the Contractor for any purposes outside the scope of this Agreement without the prior written consent of the Commission.

2. CONFIDENTIALITY/NONDISCLOSURE ACKNOWLEDGMENT

(To be completed by each of contractor's personnel)

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality/Nondisclosure Statement between the Commission and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final work product that the undersigned reviews or produces in connection with providing services to the Commission are subject to the terms of the Agreement.

Company/Firm Name

Print Name

Signature

Title

Date

ATTACHMENT I - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Print)		Federal ID Number
By (Authorized Signature)		
Print Name and Title of Person Signing		
Executed in the County of	Executed in the State of	
Date Executed		

ATTACHMENT J - CONTRACTOR CERTIFICATION CLAUSES

(CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - (c) Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement.
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
6. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making

position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - (b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - (c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT K - PAYEE DATA RECORD

Complete, sign (original signature) and return in Requirements Portion of the Final Bid Submission. No payment can be made unless this form is completed.

A fillable form is available on the Department of General Services website at

<https://www.dgs.ca.gov/PD/Forms?search=Payee%20Data&topicCategoryFilters=&audienceCategoryFilters=&sort=relevance&activeFilters=&page=1>

VI. SAMPLE - STANDARD AGREEMENT (STD. 213)

Do not complete or return the sample Standard Agreement, sample Scope of Work and Description of Services, or the sample Budget Detail and Payment Provisions.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD 213 (Rev 03/2019)		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Commission and the Contractor named below:			
STATE AGENCY'S NAME California Citizens Redistricting Commission			
CONTRACTOR'S NAME			
2. The Term of this Agreement is:			
START DATE			
THROUGH END DATE			
3. The maximum amount of this Agreement is:			
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.			
Exhibits	Title	Pages	
Exhibit A	Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit C	General Terms and Conditions		
<i>Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</i>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
CONTRACTOR			
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS		CITY	
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
STATE OF CALIFORNIA			
CONTRACTING AGENCY'S NAME			
CONTRACTING AGENCY ADDRESS		CITY	
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)	

EXHIBIT A - SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. PURPOSE OF THIS AGREEMENT

- a. The 2020 Citizens Redistricting Commission (Commission or State) and the Contractor enter into this Agreement for the purpose of [Contractor's Name] to provide technical line drawing services as described herein:

Article XXI of the CA Constitution requires the Citizen's Redistricting Commission (Commission) to redraw California's Congressional districts, State Senatorial, State Assembly, and Board of Equalization districts. The technical line drawer is responsible for using computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission in evaluating the movement of census geography units into and out of proposed election districts, and producing the maps that reflect proposed districts and the final districts, as determined by the Commission.

- b. The services shall be performed at designated Public Input Hearings throughout the State of California (Pre- and Post-district maps), and at line drawing meetings of the Commission, as required by the Commission.
- c. The services shall be provided from approval of this contract through June 30, 2022 at times and locations as provided for by the Commission in consultation with Contractor.
- d. No minimum amount of work is guaranteed under this Agreement.

2. CONTRACTOR PROVIDES LINE DRAWING AND TECHNICAL CONSULTING SERVICES

In conjunction with their knowledge and expertise in redistricting, the Contractor will use computerized geographical information systems (GIS) software and a redistricting database containing population data and digitized maps to assist the Commission in the following:

- a. Evaluating the movement of census geography units into and out of proposed election districts, and
- b. Producing the maps that reflect proposed districts and the final districts, as determined and directed by the Commission.

The Contractor will have sole responsibility for the following:

- a. Providing all necessary computerized equipment necessary to house and utilize the redistricting database;
- b. Assembling the redistricting database as specified in the RFP;
- c. Documenting the Commission's instructions throughout the development of the maps sufficient to allow the Commission to track changes and draw comparisons between any iteration developed by the Commission during the process of line drawing.
- d. Document the public testimony related to any map drawn as a result of the testimony, sufficient to allow the line drawer to synthesize all maps related to a given area (city, county, etc.) and for the Commission to track the comments related to the map iterations of the same location.
- e. Providing the map file(s), and PDFs of the maps, and the related Commissioner instructions and/or public testimony leading to the drawing of the map, for the Commission to be able to print the map and its corresponding instructions and/or public testimony.
- f. Responding to Commission requests to provide services to the Commission's legal counsel or contractors as directed, including technical consultation and drawing alternate maps, and
- g. Producing, digitally storing, projecting maps and the line drawing on-screen or transmitting a clear image (for audience viewing), and later printing all maps, as required by the Commission.

The Contractor's Work Plan is in Exhibit D and was submitted in response to Request for Proposal No. CR20 CRC-010 - Line Drawer for Redistricting Services.

3. ACCEPTANCE CRITERIA

It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and is acceptable to the Commission.

4. PROJECT REPRESENTATIVES

2020 California Citizens Redistricting Commission	Contractor's Name
Project Coordinator: Name and Title	Name, Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Business Services Coordinator:	Authorized to Perform Services: List names here if not provided in Exhibit B.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. AMOUNT PAYABLE

The total amount payable under this Agreement may not exceed _____ dollars and no cents (\$_____) and is payable as follows:

- (a) In exchange for providing the promised services and other deliverables specified in **Exhibit A** of this Agreement, the State shall pay the Contractor at the rate(s) specified in below:

< Cost Proposal Work Sheet – may be inserted here or as an Exhibit >

2. PAYMENTS

- a. The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and other expenses.
- b. The Contractor shall arrange for any Commission approved travel required under this Agreement. The Commission shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor in providing the services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business.
- c. Travel reimbursement shall be made in accordance with the California State Travel Reimbursements guidelines as published by the [Department of Human Resources](#) and regulations at 2 CCR 599.615 et seq. in effect for excluded employees when the expenses are incurred, if supported by a receipt.
- d. Contractor shall submit invoices on a monthly basis by the tenth (10th) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel and other administrative expenses. Charges for travel and administrative services submitted without receipt or approved documentation may not be paid.
- e. Each invoice submitted by the Contractor shall include the following:
 1. The contract number as it appears on this Agreement.
 2. The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
 3. An invoice number and invoice date.
 4. A separate line item for each charge.
 5. Original receipts for all included travel and administrative charges.
 6. The signature of the Contractor or the Contractor's representative.

- f. Invoices shall be submitted in duplicate and sent to:

California Citizens Redistricting Commission
Attention: Accounting
721 Capitol Mall, Suite 260
Sacramento, CA 95814

- g. Progress payments to Contractor for work performed or costs incurred in the performance of the contract shall consist of payment for services provided the previous month, e.g. line drawing services and related travel for input hearings and Commission meetings held the previous month.
- h. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract.
- i. As a necessary precursor to receiving payment from the State, the Contractor shall maintain a completed Payee Data Record Form (STD 204) on file with the Commission.
- j. The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the Commission for a period of three (3) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the Commission and/or the California State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.

3. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

EXHIBIT C - GENERAL TERMS AND CONDITIONS (GTC 04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor

under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regulations, Tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regulations, Tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding

department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – CONTRACTOR RESPONSIBILITIES

Bidder's responses to all items under Section B, shall be attached to the contract for public record and are made a part of the contract as Exhibit D.

EXHIBIT E – CONTRACTOR RESUMÉS

A completed resumé is required for the Contractor and for each contract participant (including subcontractors) who will exercise a major administrative role or major policy or consultant role, as identified by the contractor. The completed resumé's will be attached to the contract for public record and made a part of the contract as Exhibit E.